

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
John Douglas Steinberg	03/01/2010
Scott Douglas Hublou	03/01/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EcoFactor, Inc.
<b>Street Address:</b>	423 Broadway, #801
<b>City:</b>	Millbrae
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94030
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12959225
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	949-760-0404
<b>Email:</b>	efiling@kmob.com
<b>Correspondent Name:</b>	Knobbe, Martens, Olson & Bear LLP
<b>Address Line 1:</b>	2040 Main Street
<b>Address Line 2:</b>	14th Floor
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	EFACT.005C1
<b>NAME OF SUBMITTER:</b>	John R. King
<b>Total Attachments: 2</b> source=ASSIGNMENT_EFACT-005A#page1.tif source=ASSIGNMENT_EFACT-005A#page2.tif	

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**PATENT**  
**REEL: 026745 FRAME: 0906**

### ASSIGNMENT

WHEREAS, We, John Douglas Steinberg, a United States citizen, residing at 873 Hacienda Way, Millbrae, CA 94030; and Scott Douglas Hublou, a United States citizen, residing at 747 Lakeview Way, Redwood City, CA 94062, (hereinafter collectively and individually referred to as "ASSIGNOR") , have invented certain new and useful improvements, technology, inventions, developments ideas or discoveries related to a SYSTEM AND METHOD FOR CALCULATING THE THERMAL MASS OF A BUILDING (collectively hereinafter referred to as the "Work") the Work further including an application for Letters Patent in the United States, Application No. 12/211,733, filed on September 16, 2008 (hereinafter referred to as the "Application");

AND WHEREAS, EcoFactor, Inc. (hereinafter "ASSIGNEE"), a California Corporation, with its principal place of business at 423 Broadway, #801, Millbrae, CA 94030, desires to acquire the entire right, title, and interest in and to the Work including the Application:

NOW, THEREFORE, in consideration to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby acknowledge that ASSIGNOR sold, assigned, transferred and set over, and by these presents and does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the Work and any improvement made thereto including the Application and all provisional applications relating thereto including, but not limited to, U.S. Provisional Application No. 60/944,011, filed September 17, 2007, and any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR represents and warrants that to the best of ASSIGNOR's knowledge that ASSIGNOR has not entered into any contract or made any commitments that will or may impair the rights assigned to ASSIGNEE in the Work.

ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

ASSIGNOR DOES HEREBY covenant and agree to promptly provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not

presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon creation thereof.

ASSIGNOR DOES HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other applications relating to the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Work including any improvements made thereto, any application(s) filed therefrom, and any continuing application(s) filed from aforementioned patent application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent, copyright or other protectable rights for the Work in all countries and ASSIGNOR does hereby appoint ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNOR DOES HEREBY covenant and agree not to challenge or oppose, on any grounds whatsoever, the validity of this Assignment or to assist or request any third party to contest the validity of this Assignment, and ASSIGNOR further agrees not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein. Also, no course of conduct or dealing by ASSIGNOR shall act as an amendment, modification or waiver of any provision of this Assignment unless specifically set forth in writing.

IN TESTIMONY WHEREOF, I hereunto sign as follows:

Date

3/1/10

Date

3/1/10

John Douglas Steinberg

Scott Douglas Hublou

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